

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF OHIO

FILED



2017 MAY 15 PM 2:04

INRE:
CURTIS MAPP

CASE NO. 1: 17-bk-10530

Debtor(s).

MOTION TO AVOID JUDGMENT LIEN OF BANK OF AMERICA

Now Comes, Debtor and moves the Court to void Judgment Lien of BANK OF AMERICA and brings forth facts below and moves the Court as follows:

1. BANK OF AMERICA has stated they are no longer the servicer, owner or holder of Curtis Mapp's mortgage and promissory note (Exhibit A) of this matter
2. CARRINGTON MORTGAGE SERVICES, LLC now states they are the servicer for the owners of Curtis Mapp's mortgage and promissory note Willington Saving Fund Society FSB, as Trustee for Stanwich Mortgage Loan Trust A(Exhibit B) sold to new owner on 06/27/2016. The statue of limitation is up for Willington Saving Fund Society FSB, as Trustee for Stanwich Mortgage Loan Trust A to collect on Curtis Mapp's mortgage and promissory and they can never be a holder in due course because when they stated they acquire Curtis Mapp's mortgage and promissory note it had a judgment against said mortgage and promissory note and you cannot be holder in due course if you purchase while said mortgage and promissory note are allegedly in default.
3. Bank of America assigned my mortgage and promissory note to SECRETARY OF HOUSING AND URBAN DEVELOPMENT on July 21, 2016 (Exhibit C). that assignment was received after the statue of limitation on the promissory note and mortgage has expired also. Therefore, the above entity cannot be holder in due course because statue of limitation had expired and a judgment had been filed by a court.

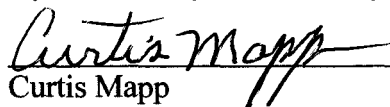
4. The Consumer Financial Protection Bureau after looking at my case assigned an attorney to my case for possible violation by BANK OF AMERICA (Exhibit D).
5. Finally 11 U.S. Code § 522 (f)(1)(A) provides that The debtor may avoid the fixing of a lien on an interest of the debtor in property to the extent that such lien impairs an exemption to which the debtor would have been entitled under subsection (b) of this section, if such lien is O.R.C. Sec. 2329.66(A)(1), Every person who is domiciled in this state may hold property exempt from execution, garnishment, attachment, or sale to satisfy a judgment or order.

CONCLUSION

6. The judgment is void because BANK OF AMERICA admits it no longer owns the mortgage and promissory note, the statute of limitation have EXPIRED for Willington Saving Fund Society FSB, as Trustee for Stanwich Mortgage Loan Trust A and SECRETARY OF HOUSING AND URBAN DEVELOPMENT, plus Curtis Mapp has a right to exempt his property under O.R.C. Sec. 2329.66(A)(1).

20A NOTICE

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.) If you do not want the court to [relief sought in motion or objection], or if you want the court to consider your views on the [motion] [objection], with time allotted (21 days) , you or your attorney must: [File with the court a written request for a hearing {or, if the court requires a written response, an answer, explaining your position} at: Clerk of Courts U.S. Bankruptcy Court, Atrium Two, Suite 800, 221 East Fourth Street If you mail your {request} {response} to the court for filing, you must mail it early enough so the court will receive it on or before the determined by this Court. You must also mail a copy to: Margaret A. Burks, Chapter 13, Trustee 600 VINE ST. SUITE 2200, CINCINNATI, OHIO 45202 and U.S. TRUSTEE, 36 EAST 7TH ST. SUITE 2030 , CINCINNATI, OHIO 45202 and the Debtor at 7 Brushback Ct. Fairfield, Ohio [45014]. If you are your attorney do not take these steps, the Court May decide that you do not oppose the request sought in the motion or objection and may enter an order granting that relief


Curtis Mapp

CERTIFICATE OF SERVICE

A copy of the foregoing was sent via U.S. Mail by the undersigned

This 15 day of may, 2017 prior to filing with the court

BANKRUPTCY TRUSTEE
600 VINE ST. SUITE 2200
CINCINNATI, OHIO 45202

U.S. TRUSTEE
36 EAST 7TH ST. SUITE 2030
CINCINNATI, OHIO 45202

BANK OF AMERICA
5401 NORTH BEACH STREET, FWTX -35
FT. WORTH, TX. 76137

IRS
Cincinnati, Oh 45999-0030

Quail Meadows Pool Association, Inc
246 HIGH STREET
HAMILTON, OH 45011

CARRINGTON MORTGAGE SERVICES, LLC
P.O. Box 3489
ANAHEIM, CA. 92803

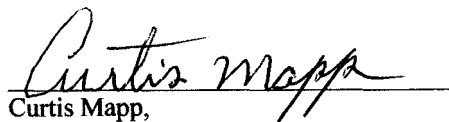

Curtis Mapp,

Exhibit A

Bank of America



P.O. Box 31785
TAMPA, FL 33631-3785

IMPORTANT INFORMATION ENCLOSED

CURTIS MAPP
7 BRUSHBACK CT
FAIRFIELD, OH 45014

Send Correspondence to:
P.O. Box 31785
TAMPA, FL 33631-3785

Business Address:
450 American Street
Simi Valley, CA 93065-6285

Notice Date: July 27, 2016

Loan No.: [REDACTED] 3708

Property Address:
7 Brushback CT
Fairfield, OH 45014

Curtis Mapp:

The servicing of your home loan will transfer to Carrington Mortgage Services, LLC on August 16, 2016.

IMPORTANT INFORMATION ABOUT THE SERVICING OF YOUR HOME LOAN

On August 16, 2016, the servicing of your above-referenced mortgage loan will transfer to Carrington Mortgage Services, LLC. As of that date, your new servicer, Carrington Mortgage Services, LLC, will support all of your loan servicing, including billing, payment processing and customer support. You will no longer receive mortgage statements from Bank of America; instead, your statements will be sent by Carrington Mortgage Services, LLC.

Enclosed is a **Notice of Servicing Transfer** from Bank of America regarding the above-referenced loan. No action is required on your part in response to this notice. In addition to the information provided in this letter, this notice will contain important information about the servicing transfer of your loan. Please note this servicing transfer only applies to the loan noted above. Other loans you may have with us will not be affected by this change unless you are notified. Please review this notice and retain it for your records.

In the mortgage lending industry, the transfer or sale of loan servicing to other servicing institutions is a common practice, and we will work closely with Carrington Mortgage Services, LLC to make the transition as smooth as possible. If you have any questions or concerns regarding this transfer, we're available to answer your questions Monday-Friday 7a.m. to 7p.m. Local Time at 800-669-6607.

ANSWERS TO QUESTIONS YOU MAY HAVE

Why is my mortgage loan being transferred?

- As a result of your default on your mortgage loan, we made a claim for payment on the FHA mortgage insurance. In connection with that claim, we assigned your mortgage loan to FHA. FHA sold your mortgage loan to Stanwich Mtg Acq Co IV, LLC, which is now the new owner of your mortgage loan. In connection with that sale, the servicing to your mortgage loan will be transferred, as set forth herein, to Carrington Mortgage Services, LLC. As a result of the assignment of your mortgage loan to HUD, the payment by FHA of the FHA mortgage insurance claim and the subsequent sale and assignment of your mortgage loan to Stanwich Mtg Acq Co IV, LLC, the FHA mortgage insurance on your mortgage loan was terminated and no further mortgage insurance premiums are due by you.
- If you have any questions regarding the sale of your mortgage loan, you may contact HUD by email at Assetsales@hud.gov or by phone at 202-708-2625.

What will change with my servicing transfer?

- Your loan number and payment address information will change once your loan has been transferred. Please look for a letter from Carrington Mortgage Services, LLC within the next few weeks which will outline this important information.
- The transfer of your loan to Carrington Mortgage Services, LLC does not affect any terms or conditions of your mortgage loan, other than those terms directly related to the servicing of the loan.
- FHA mortgage insurance will not be included on your loan with Carrington Mortgage Services, LLC. As a result, your monthly payment amount may change. (FHA mortgage insurance and its premium may be reinstated if your loan is re-acquired. If that happens, you will be notified.)

Will the quality of my loan service change?

- We expect that the quality of your loan service will not change. We are transferring servicing on your loan to Carrington Mortgage Services, LLC, an experienced mortgage servicer who will work with you on your mortgage concerns.

Where should I make my home loan payments?

- You should continue to make your monthly payment to Bank of America through August 15, 2016. You will begin making payments to Carrington Mortgage Services, LLC on August 16, 2016.
- If you do not receive a billing statement from Carrington Mortgage Services, LLC before the payment is due, write your new loan number on your check and mail it to the payment address shown on the enclosed notice. Please note, if you do not have the new loan number, you may write your old loan number on the check.

What if I have automatic payments set up with Bank of America?

- Any automatic payments set up with us through the PayPlan programs will be discontinued as of August 15, 2016. Please look for instructions from Carrington Mortgage Services, LLC or contact them on or after August 16, 2016 to determine what payment options they may offer.

Will I still be able to make my mortgage payment at a Bank of America banking center or through online banking?

- You will no longer be able to make your payment at a Bank of America banking center for the mortgage loan being transferred.
- If you make payments through Bank of America online banking or any other online banking or bill payment service, you will need to update your loan number and payee information for Carrington Mortgage Services, LLC on or after August 16, 2016.

When my loan is transferred, will I still have access to my online loan information through Bank of America?

- After the transfer is complete, your mortgage account will be moved to Carrington Mortgage Services, LLC. As a result, you will no longer access your mortgage information through Bank of America. Prior to the transfer, you may choose to download any information currently online to keep for your own records, such as tax documents, mortgage statements, payment history, etc. Carrington Mortgage Services, LLC will be able to provide you with information about access to your loan account information following the transfer. If you have any other accounts with Bank of America, such as checking, savings or credit card, you will still be able to access those accounts through Bank of America's online

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

banking.

How will the service transfer affect my other Bank of America accounts?

- There will be no change to any additional accounts you have with us.
- If you have a Bank of America Advantage, Premium or Preferred checking account, and you're not charged a monthly fee on your account because your mortgage is with us, this will not change with the transfer of your mortgage to another servicer. We'll let you know in writing if this changes in the future.

What if I am currently participating in a loan modification or other foreclosure avoidance program (e.g., forbearance, short sale, refinance or deed in lieu of foreclosure)?

- The loan assistance programs that are offered by Carrington Mortgage Services, LLC are determined by the owner (also known as the investor) or insurer of your loan. Where applicable, Carrington Mortgage Services, LLC has agreed to evaluate your loan under the same investor or insurer guidelines as Bank of America.
- We will transfer any supporting documentation you may have submitted to us to Carrington Mortgage Services, LLC. We encourage you to work with Carrington Mortgage Services, LLC to complete the process and determine which programs may best suit your current situation.
- You should continue to make your payments to Bank of America, N.A. through August 15, 2016. On or after August 16, 2016, your payments should be made to Carrington Mortgage Services, LLC unless you are provided additional direction.
- If your loan is pending a decision regarding qualification for these programs, that decision will now be made by Carrington Mortgage Services, LLC.

Will my ability to receive financial counseling be impacted by this servicing transfer?

- If you have previously received an offer for financial counseling in association with a HAMP trial or permanent modification, the transfer of your loan does not impact that offer.
- If you have already set an appointment, please continue to attend your scheduled appointment.
- If you have yet to take advantage of this opportunity, please contact us at your earliest convenience by calling the number provided in your offer letter or by contacting your current Relationship Manager.

What if I need loan assistance after the transfer?

- If you experience a hardship and struggle with making your home loan payments after the servicing of your loan has been transferred, please contact Carrington Mortgage Services, LLC right away to request help. They will determine which program may be right for you based on the applicable investor and insurer guidelines.

What if I am refinancing my mortgage loan that is being transferred?

- Your refinance will not be affected by the upcoming loan transfer. If you are working on a refinance through Bank of America Home Loans, your application remains active and we will continue to work with you on your refinance. Please contact the Mortgage Loan Officer or Loan Processor you have been working with if you have any questions.

What about my optional insurance products with or through Bank of America?

- If your payments include amounts for any optional insurance products such as credit insurance, accidental death insurance, etc., please read the "Information About Optional Insurance Products" section in the enclosed notice carefully.

What about my other (non-insurance) optional products with or through Bank of America?

- If your payments include amounts for any other optional products you have purchased such as home warranty, identity theft protection, etc., we will no longer make payments to the optional product provider on your behalf. As a result, your optional product may be cancelled unless you are able to make alternative arrangements to pay the amounts due. To see if it is possible to establish another payment method and maintain your optional products, you will need to contact your optional product provider.
- Your provider contact information may be found on your monthly mortgage statement. If you have more than two optional products, they may not all be listed on your monthly mortgage statement. If you are unsure about how many optional products you have or have questions about your products, please contact Bank of America.

WE'RE HERE TO HELP

Thank you for the opportunity to serve your financial needs. If you have any questions or need assistance prior to your loan transfer, please call us toll-free at 800-669-6607, Monday-Friday 7a.m. to 7p.m. Local Time.

Beginning August 16, 2016, Carrington Mortgage Services, LLC can assist you with any questions related to your home loan and the transfer of servicing. Carrington Mortgage Services, LLC's customer service number is 877-267-1221, 7:00 AM to 5:00 PM, Pacific Standard Time, Monday through Friday.

MILITARY PERSONNEL/SERVICEMEMBERS: If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act (SCRA) and similar state laws provide significant protections and benefits to eligible military service personnel. However, military service and/or SCRA qualification may not necessarily prevent foreclosure. If your loan is in default, a court may authorize foreclosure. If you are having difficulty making your payments, please call us as soon as you can so we can discuss various home retention options. You can reach our Enterprise Military Benefits Unit at 877.345.0693. From outside the U.S., please call us at 817.245.4094. Both numbers are available 24/7. Homeowner counseling is also available at agencies such as Military OneSource at militaryonesource.mil or 800.342.9647 and Armed Forces Legal Assistance at legalassistance.law.af.mil, and through HUD-approved housing counseling agencies, which you can find at hud.gov/offices/hsg/sfh/hcc/hcs.cfm.

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. If you are currently in a bankruptcy proceeding or have previously obtained a discharge of this debt under bankruptcy law, this notice is for informational purposes only and is not an attempt to collect a debt, a demand for payment or an attempt to impose personal liability for a discharged debt.

Loan No.: [REDACTED] 3708

Notice Date: July 27, 2016

NOTICE OF SERVICING TRANSFER

You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payments from you, will be assigned, sold or transferred from **Bank of America, N.A.** to **Carrington Mortgage Services, LLC**, effective September 01, 2016.

The transfer of the servicing of your mortgage loan does not affect any terms or conditions of the mortgage instruments, other than those terms directly related to the servicing of your loan. Except in limited circumstances, federal law requires that your present servicer send you this notice at least 15 calendar days before the effective date of transfer, or at closing. Your new servicer must also send you this notice no later than 15 calendar days after this effective date or at closing.

YOUR SERVICER PRIOR TO AUGUST 16, 2016:

Your *present servicer* is **Bank of America, N.A.** If you have any questions relating to the transfer of servicing from your present servicer, please call **Bank of America, N.A.** Customer Service at 800-669-6607, Monday-Friday 7a.m. to 7p.m. Local Time. This is a toll-free number. The address to send written questions to your present servicer relating to the transfer of servicing of your mortgage loan (but not your loan payments) is: Customer Service Correspondence, P.O. Box 31785, TAMPA FL 33631-3785.

YOUR NEW SERVICER ON AND AFTER AUGUST 16, 2016:

Your *new servicer* will be **Carrington Mortgage Services, LLC**.

Phone Number for Questions Related to Servicing Transfer

The telephone number of **Carrington Mortgage Services, LLC** is 877-267-1221. If you have any questions relating to the transfer of servicing to your new servicer, please call **Carrington Mortgage Services, LLC** Customer Service toll-free at 877-267-1221, 7:00 AM to 5:00 PM, Pacific Standard Time, Monday through Friday.

Address for Written Questions Related to Servicing Transfer

The address to send written questions to your new servicer relating to the transfer of servicing of your mortgage loan is:

Carrington Mortgage Services, LLC
P.O. Box 3489

Anaheim, CA 92803

Address for Mailed Payments

The address to send payments to **Carrington Mortgage Services, LLC** is:

Carrington Mortgage Services, LLC
Attn: Cashiering , P.O. Box 79001
Phoenix, AZ 85062

Please include your loan number on all checks, cashier's checks and other payments sent to **Carrington Mortgage Services, LLC**.

INFORMATION CONCERNING YOUR LOAN PAYMENTS:

The date that **Bank of America, N.A.** will stop accepting payments from you is August 15, 2016.

The date that your *new servicer* **Carrington Mortgage Services, LLC** will start accepting payments from you is August 16, 2016. Send all payments due on or after that date to your *new servicer*.

INFORMATION ABOUT OPTIONAL INSURANCE PRODUCTS:

The transfer of servicing may affect the terms of or the continued availability of credit insurance, accidental death insurance or any other type of optional insurance in the following manner: **Bank of America, N.A.** will no longer make payments to the insurance company on your behalf. As a result, your coverage may be cancelled.

To see if it is possible to maintain coverage, you will need to contact your insurance provider to find out if you are still eligible to receive the coverage and/or to arrange another payment method.

TREATMENT OF PAYMENTS FOR THE 60 DAYS AFTER SERVICING TRANSFER:

Under federal law, during the 60-day period beginning the effective date of the transfer of the servicing of your mortgage loan, a loan payment received by current servicer on or before its due date may not be treated by the new servicer as late and a late fee may not be imposed on you.

P. O. Box 3549
Anaheim, CA 92803

Exhibit B

0000620 01 MB 0.416 **AUTO 5 0 9308 45014-520507 -C04-P00620-I

CURTIS MAPP
7 Brushback Ct
Fairfield OH 45014-5205



Property Address:
7 BRUSHBACK CT
FAIRFIELD, OH 45014



Loan Number: 7000089392

07/25/2016

Notice of Sale of Ownership of Mortgage Loan

Under federal law, borrowers are required to be notified in writing whenever ownership of a mortgage loan secured by their principal dwelling is sold, transferred or assigned (collectively, "sold") to a new creditor. This Notice is to inform you that your prior creditor has sold your mortgage loan (see loan information below) to the new creditor identified below.

****NOTE: The new creditor is not the servicer of your loan. The servicer (identified below) acts on behalf of the new creditor to handle the ongoing administration of your loan, including the collection of mortgage payments. Please continue to send your mortgage payments as directed by the servicer, and NOT to the new creditor. Payments sent to the new creditor instead of the servicer may result in late charges on your loan and your account becoming past due. Neither the new creditor nor the servicer is responsible for late charges or other consequences of any misdirected payment.**

SHOULD YOU HAVE ANY QUESTIONS REGARDING YOUR LOAN, PLEASE CONTACT THE SERVICER USING THE CONTACT INFORMATION SET FORTH BELOW. The servicer is authorized to handle routine inquiries and requests regarding your loan and, if necessary, to inform the new creditor of your request and communicate to you any decision with respect to such request.

Please note that the sale of your loan to us may also result in a change of servicer. If this occurs, you will receive a separate notice, required under federal law, providing information regarding the new servicer.

LOAN INFORMATION

Date of Loan: 07/02/2008
Original Amount of Loan: \$284,200.00
Date Your Loan was Sold to the New Creditor: 06/27/2016
Prior Loan Number: 194013708
Current Loan Number: 7000089392
Address of Mortgaged Property: 7 BRUSHBACK CT
FAIRFIELD, OH 45014

SERVICER INFORMATION

Name: Carrington Mortgage Services, LLC
Mailing Address: P.O. Box 3489, Anaheim, CA 92803
Telephone Number (Toll free): 877-267-1221
Website: <https://carringtonms.com>

Scope of responsibilities: The servicer is responsible for all ongoing administration of your loan, including receipt and processing of payments, resolution of payment-related issues, and response to any other inquiries you may have regarding your loan.

NEW CREDITOR INFORMATION

Please be advised that all questions involving the administration of your loan (including questions related to payments, deferrals, modifications or foreclosures) should be directed to the servicer at the number above and/or the agent (if any) of the new creditor identified below, and not to the new creditor. The new creditor does not have access to information relating to the administration of your loan, and will not be able to answer most loan-related questions.

Name: Wilmington Savings Fund Society FSB as trustee for Stanwich Mortgage Loan Trust A
Mailing Address (not for payments): 500 Delaware Avenue 11th Floor
Wilmington, DE 19801
Telephone Number: 800-561-4567

Scope of responsibilities: As new creditor, the above-named trust holds legal title to your loan. The trustee, on behalf of the new creditor, is authorized to receive legal notices and to exercise (or cause an agent on its behalf to exercise) certain rights of ownership with respect to your loan.

The transfer of the lien associated with your loan is, or in the future may be, recorded in the public records of the local County Recorder's office for the county or local jurisdiction where your property is located. If checked ☒ ownership of your loan is also recorded on the registry of the Mortgage Electronic Registrations System at 1818 Library Street, Suite 300, Reston, VA 20190.

Our rights and obligations as new creditor, and consequently our authority to respond favorably to your requests or inquiries may be limited by the terms of one or more contracts related to the securitization of your loan.

Partial Payment:

Your lender:

- ☐ may accept payments that are less than the full amount due ("partial payments") and apply partial payments to your loan.
- ☒ may hold partial payments in a separate account until you pay the remainder of the payment and then apply the full periodic payment to your loan.
- ☐ does not accept partial payments.

If this loan is sold to a new lender, your new lender may have a different payment policy.

Exhibit C

Doc ID [REDACTED] 3708
Servicer # 7000089392



ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, BANK OF AMERICA, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP, FORMERLY KNOWN AS COUNTRYWIDE HOME LOANS SERVICING, LP, WHOSE ADDRESS IS 4909 SAVARESE CIRCLE, TAMPA, FL 33634, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to SECRETARY OF HOUSING AND URBAN DEVELOPMENT, WHOSE ADDRESS IS 451 7th STREET S.W., WASHINGTON, DC 20410, ITS SUCCESSORS AND/OR ASSIGNS, (ASSIGNEE).

Said Mortgage executed by: CURTIS MAPP (current owner) and recorded in the Record of Mortgages Book 8032 and Page 518 in the office of the Recorder of BUTLER, Ohio.

SEE ATTACHED EXHIBIT A

Dated on JUL 21 2016 (MM/DD/YYYY).

BANK OF AMERICA, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP, FORMERLY KNOWN AS COUNTRYWIDE HOME LOANS SERVICING, LP

By: [Signature]
Martha Correa
ASSISTANT VICE PRESIDENT

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on 07/21/2016 (MM/DD/YYYY), by Martha Correa as ASSISTANT VICE PRESIDENT of BANK OF AMERICA, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP, FORMERLY KNOWN AS COUNTRYWIDE HOME LOANS SERVICING, LP, who, as such ASSISTANT VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

[Signature]
Alexandra Monero

Notary Public - State of FLORIDA
Commission expires:

MAY 22 2020



AM
DH

When Recorded Return To: Carrington Mortgage Services, LLC, Attn: Margarita Deuning, 1600 South Douglass Road, Suite 200-A, Anaheim, CA 92806

Document Prepared By: Lisa Campbell Moore, Bank of America, N.A. 4909 Savarese Circle, Tampa, FL 33634 (800) 444-4302

BOA01 395621337 -- HUDCAR T1916075914 [PREP-2] FRMOHX1



D0017177152

Exhibit A

SITUATED IN THE CITY OF FAIRFIELD, BUTLER COUNTY, OHIO IN SECTION 20 AND 21, TOWN 2, RANGE 2, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL I:

LOT NUMBERED 11104 OF THE GREENS OF WILDWOOD, SECTION ONE AS THE SAME APPEARS ON THE RECORDED PLAT THEREOF IN PLAT ENVELOPE 1727, PAGES A AND B OF THE BUTLER COUNTY, OHIO RECORDS TO WHICH RECORDED PLAT REFERENCE IS HEREBY HAD AND MADE FOR A MORE PARTICULAR DESCRIPTION OF THE REAL ESTATE HEREBY CONVEYED.

PARCEL II:

ENTIRE LOT NUMBER ELEVEN THOUSAND, ONE HUNDRED FIVE (11,105) AS THE SAME IS KNOWN AND DESIGNATED ON THE REVISED LIST OF LOTS OF THE CITY OF FAIRFIELD, BUTLER COUNTY, OHIO.

Exhibit D

KORTE &
WORTMAN, P.A. Correspondence #12

FEB 04 2016

RECEIVED

Bank of America*
Bank of America*
Customer Service Correspondence
P.O. Box 5170
Simi Valley, CA 93062-5170

VIA CERTIFIED MAIL 7015 1730 0002 0583 4358

Re: Request for Information under 12 CFR 1024.36 of Regulation X and TILA Request

To Whom It May Concern,

Please be advised that this firm represents Curtis Mapp. Consider this letter to constitute a Request for Information under 12 CFR Section 1024.36 of Regulation X of the Mortgage Servicing Act under RESPA, which Regulation became effective on January 10, 2014 for their property located at 7 Brushback Court, Fairfield, OH 45014. These amendments implemented the Dodd-Frank Wall Street Reform and Consumer Protection Act provisions regarding loan servicing. Under these amendments, you must acknowledge receipt of this Request in writing within five (5) days thereof (excluding legal public holidays, Saturdays and Sundays) and must advise us of your responses to this Request in writing within thirty (30) days of receipt thereof (excluding legal public holidays, Saturdays and Sundays).

Specifically, the borrower is concerned with the manner in which the loan modification application/submission was handled and reviewed. Additionally, the borrower believes that certain fees are being wrongfully assessed with respect to the loan account and demands a full accounting for all fees being charged to the account along with an explanation for why such fees are being charged to the account. I am therefore requesting the following information for the period beginning January 10, 2014, until your receipt of this Request (the "applicable period"):

1. All correspondence from your Company, any subsidiaries or prior servicers for this Loan following any loss mitigation applications/submissions related to this Loan which were sent to the borrower from January 10, 2014 to present.
2. Any and all proof of mailings for the correspondence identified in response to Request #1 above, including but not limited to: fed ex tracking numbers, certified mail receipts, and/or a correspondence log showing the date each such correspondence was sent.
3. All correspondence from your Company, any subsidiaries or prior servicers for this Loan related to borrowers' rights to appeal denials of a loan modification which were sent to the borrower from January 10, 2014 to present.

Please note that request number seventeen (17) seeks all relevant contact information for the current owner of this Loan. **This request is being made pursuant to Section 2605(k)(1)(D) of RESPA.** Please provide this information within ten (10) business days of receipt of this letter.

In the event that the Request for Information section of this correspondence has been sent to an address which differs from an exclusive address that you previously designated, and in accordance with 12 CFR Section 1024.36(b), please do one of the following: (1) direct this Request for Information to the correct address; or (2) provide the undersigned a written notice, within five (5) business days, specifying the designated address along with a copy of the original notice sent to the above-referenced client that established the exclusive address in accordance with 12 CFR Section 1024.36(b). Please forward all responses to this Request directly to Korte & Wortman, P.A. 2325 Ulmerton Road, Suite 16, Clearwater, FL 33762

Very truly yours

Korte & Wortman